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# Request for Proposals for

## San Francisco Tool Lending Center

A Program of the San Francisco Public Library

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San Francisco Public Library

Document Information Center

San Francisco Public Library

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San Francisco, CA 94102

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DATE: JUNE 12, 2000

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Proposal Conference: 10:00 a.m. June 27, 2000

Deadline For Submission: 5:00 p.m. July 19, 2000

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# **City and County of San Francisco**

## **San Francisco Public Library**

### **San Francisco Tool Lending Center**

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#### **Appendices:**

- A. Program Budget Worksheets
- B. Recommended Tool Inventory List
- C. IRS form W-9, Request for Taxpayer Identification Number and Certification
- D. Business Tax Registration Declaration (form P-25)
- E. Sample Grant Agreement (including grant form appendices)



## **I. INTRODUCTION**

The Library has been authorized by the Board of Supervisors to create a tool-lending program to serve the residents and property owners of the city. The program will assist individuals, community groups and small businesses in undertaking home repair, community rebuilding and other improvement projects. The operating principles and structure of the program will be similar to the traditional library concept; a selection of tools can be borrowed for a limited period of time at no charge. The purpose of the program is to assist in the revitalization of neighborhoods, to support home ownership, encourage beautification of property and build community businesses.

The Library has determined that the most efficient method for accomplishing this program is to develop a partnership with a non-profit organization that can provide the services not normally within the scope of a public library. The Library will provide general guidance and specific services such as: selection and acquisition of books and manuals for a reference library, Internet and website support, an online tool inventory system, marketing and outreach support, and other services to be determined. The successful proposer will be responsible for program planning, start-up and day-to-day operations of the program and facility. The duration of the initial grant agreement will be for up to three years. The intention of the Library is to develop continuing funding in order to establish the program as a permanent service.

## **II. SCOPE OF WORK**

The scope of work is to be used as a general guide and is not intended to be a complete list of work necessary to complete the project. Proposing teams may suggest modifications as part of their proposal.

The following are work tasks assumed necessary to develop and implement a service program at one centrally located site in the City of San Francisco, where the public can borrow and return tools for set periods of time for free. The purpose of the program is to lend tools to the residents and property owners that will assist them with do-it-yourself projects, such as general home improvement, small repair projects, gardening and carpentry.



## ***PHASE I: PROJECT START-UP***

### **SITE**

Establish a site for the program that meets all local, state and federal codes and regulations for public access, including the Americans with Disabilities Act guidelines. The interior layout of the proposed site must reflect the functional requirements and unique needs of the program, including equipment storage. At least some available parking is preferred. Access to public transportation service points is required. The proposed site must be approved by the Library.

### **INVENTORY**

Establish and maintain an inventory of tools that are well serviced, meet safety standards, are of high quality and relevant to the needs of San Franciscans. (See appendix B for recommended list.)

Obtain a PC-based automated inventory control system, selected by the Library, that tracks the current status of each tool, including who has checked it out and the scheduled return date. The system also will maintain information on registered users, compute any fines or fees and produce statistical reports.

### **PROGRAM**

Develop a service plan for providing in-person and telephone service to the public. Plan must include: communicating basic information and instruction to the public on tool selection, use and care, answering informational/referral questions and responding to requests for related material in the collections of the San Francisco Public Library.

Organize a collection of instructional and reference materials including books and videos for on-site use by the public and staff. Material will include books and videos purchased by the Library that focus on "do-it-yourself" home repair, carpentry, hobby projects, yard work and gardening with the homeowner, renter or small business operator in mind.

Develop a procedure for recovering tools/equipment that are not returned on the due date, replacing tools that are lost, stolen or damaged beyond repair and a method for purchasing and adding new tools to the collection. Establish a fine and fee schedule for late and damaged tools and equipment to be approved by the Library. Fines and fees collected on late or damaged equipment may be used for replacing damaged tools and/or adding new tools to the collection.

The successful proposer must obtain liability and all other necessary insurance to cover the operation of the program. The City's Risk Manager must approve the level of insurance as appropriate.



## ***PHASE II: IMPLEMENTATION***

### **SITE**

Organize the service location so that the functional requirements and the unique needs of the program are met. Tool and equipment storage should be arranged for efficient retrieval. Secure all materials, tools and equipment from theft. Establish a public service protocol that includes referring customers to the Library and other agencies for more in-depth informational requests and for additional books, videos and magazines that can be loaned out.

### **INVENTORY**

Establish procedures and practices for the checkout and the return of borrowed items. Record all transactions in the automated inventory system at the time of check-out and check-in. Inform patrons at time of check-out of policies and rules for use of the tools, and the specific date and time by which the item(s) must be returned.

### **PROGRAM**

Establish service hours for the public that reflect the needs of the user community. Staff a location for public service a minimum of five days a week. Include Friday through Monday hours in the proposed schedule to meet the 'weekend' home repair person's schedule. For example: Friday 11-7, Saturday 9-5, Sunday 9-3 and Monday 11-5, or similar schedule.

Install a minimum of one TV/VCR and one PC multi-media workstation that will be available for the public to view instructional videos, access tool inventory list and the Library's web page on site during all open hours. The public workstation and TV/VCR must be wheelchair accessible.

### ***PHASE III: ONGOING ACTIVITIES***

#### **INVENTORY**

Establish a regular schedule for maintenance, service and repair of tool inventory. Records of tool/equipment maintenance will be kept for duration of initial grant period and made available to the Library upon request.

Maintain current holdings in good condition and update inventory based on user surveys, and volume of requests for tools relevant to individuals for improving, expanding or updating living quarters, engaging in woodworking or similar hobbies and performing yard and gardening projects.

Maintain and upgrade as necessary the public PC workstation and printer and one staff PC workstation with printer and provide access during all open hours. The workstations will have access to the Library's web page via a line connection provided by the Library.

Maintain a service and maintenance contract for the automated inventory system.

#### **PROGRAM**

Maintain public service hours totaling a minimum of 30 hours per week. The center may close on legal holidays recognized by the City. Report any operational problems effecting service and any time the center closes early or opens late to Library Administration within 24 hours.

Provide center users with information on the program's procedures and policies.

Assist customers with selecting tools and demonstrating their safe use.

Provide for free general tool safety information and handout material relevant to the use and care of tools and equipment stocked.

Provide information as requested and one-on-one assistance to the public visiting or calling the center. Refer customers to other related programs and services, including those sponsored by other community non-profits. Keep a notebook for these referrals and post upcoming relevant events on a public bulletin board. Maintain a public bulletin board for posting flyers and public announcements related to classes, workshop opportunities, safety alerts and other information relevant to home repair/improvement, do-it-yourself, gardening and woodworking.

## LIBRARY RESPONSIBILITIES

- Policy guidance and oversight
- Selection and purchase of books and videos to be housed in the public service site
- Set-up and technical assistance for the automated inventory database
- Development and maintenance of Tool Center web page and Internet link
- Publicity to launch the program and ongoing promotional support of the Center

LIBRARY TASK	DETAIL
Selection and purchase of material	The Library will purchase a start-up collection of reference books and manuals (approximately 50) and videos for viewing on site (approximately 40). This collection will be updated and expanded in conjunction with program staff.
Inventory set-up and implementation	The Library will work with the successful proposer on the set-up of the automated inventory system. Technical assistance will include: oversight of the purchase of the system, system architecture development, record template, and any options offered by the vendor.
Web page set-up and maintenance	The Library will develop a unique web page focusing on the Tool Center program's services with relevant links to other sites and the Library's own homepage.
Publicity	The Library will work with the successful proposer on developing promotional support for the program, including handouts and informational brochures.

### **III. PROGRAM REQUIREMENTS**

Provide tool-lending services to patrons over the age of 18, with personal identification, and proof of residence or property ownership in the City of San Francisco. Provide informational services to patrons of all ages. Register users and provide a card or other form of identification that is linked to the inventory control system and borrowers' record.

Operate the program in a cost-effective manner, within the allotted budget.

Employees of the grantee will staff and manage the lending center. The grantee is responsible for all personnel related matters, including but not limited to hiring, negotiation of salary, payroll, training, benefits, work schedules, scheduling leave, etc. Grantee will provide backup coverage for scheduled workers when necessary to keep open hours and monitor employee performance and attendance.

Interact with center users practicing good public service skills. Staff will receive training appropriate to this objective.

Institute and enforce the fine and fee schedule, borrowing and loan periods, as well as service related operational policies set by the Library.

Provide quarterly summary and annual reports (quantitative and qualitative performance levels and cost accounting) to the City Librarian. Reports to include statistics related to check-in and check-out, number of users registered, fines and fees collected, cost of replacement equipment, equipment purchased and time spent on other program related activities.

Maintain a liaison with the designated representatives of the San Francisco Public Library.

All equipment, tools and supplies purchased with grant funds are the property of the Library. Maintain a current inventory of all such items.

Conduct a minimum of one satisfaction survey per calendar year. The survey will be designed in cooperation with the Library. Tool Center staff will distribute and collect the survey for a set period. The survey will evaluate the program's public service components: the quality of service, usefulness of the tools available, accuracy of information given by staff and importance of continuing the program. Grantee must maintain a level of service acceptable to the Library.

The successful grantee will include a commitment to operate the program for three (3) years.

The successful grantee will initiate the program within ninety (90) days of completion of grant negotiations.



#### **IV. SUBMISSION REQUIREMENTS**

##### **A. Time and Place for Submission of Proposals**

Proposals must be **received by 5:00 p.m. on July 19, 2000**. Proposals may be delivered in person to the City Librarian's Office or mailed to:

*City Librarian  
San Francisco Public Library  
Civic Center  
100 Larkin Street, 6<sup>th</sup> floor  
San Francisco, CA 94102*

Proposers shall submit **six (6) copies** in a sealed envelope clearly marked **Tool Lending Center**. Proposals which are transmitted by fax will not be accepted.

##### **B. Format and Content of Proposals**

Non-profit Organizations interested in responding to this RFP must submit the following information, in the order specified below:

###### **1. Introduction and Executive Summary (up to 2 pages)**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your organization to obligate your organization to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your organization that your organization is willing and able to perform the commitments contained in the proposal.

###### **2. Project Approach (up to 15 pages)**

Describe the services and activities that your organization proposes to provide to the City. Include the following information:

- a. Plan to accomplish overall scope of work tasks; and
- b. Schedule and ability to implement the project within the City's required time frame; and
- c. Assignment of work within your organization's work team.

### **3. Organization's Qualifications (up to 3 pages)**

Provide information on your organization's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your organization, as well as how any joint venture or association would be structured; and
- c. A description of related projects or programs similar in size and scope conducted by your organization. Include any partnership programs with public agencies.
- d. A brief description of the organization's experience with community outreach programs.

### **4. Team Qualifications (up to 3 pages)**

- a. Provide the following information: (i) key persons managing the project, (ii) the staffing plan for start-up, implementation and operation, and (iii) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior knowledge and approval.
- b. Provide a description of the experience and qualifications of the key persons managing the project, including brief resumes if necessary.

### **5. References (up to 3 pages)**

Provide at least two references. It is desirable that at least one reference is from a recent public agency partnership program.



## 6. Preliminary Budget Proposal

Using the Program Budget Detail and Definitions, and the Program Budget Worksheet (Appendix A), provide a preliminary budget proposal **not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000) for the first year** including all estimated start-up costs, salaries, inventory acquisition, property and/or equipment rental fees, office supplies and all other operation expenses. Provide your estimated continuing operation budgets for year two and year three. Attach a second page with a budget narrative detailing budget categories included on the budget worksheet. A reasonable facsimile can be substituted for the attached Program Budget Worksheet.

The grant award will not exceed the figure stated above for the first year. The proposer may leverage the grant amount with its own property or funding separate from the grant award, if appropriate, but this is not in any way a requirement of the request for proposals.

Not included in the Budget worksheets are costs and responsibilities to be covered by the San Francisco Public Library, as detailed above.

The City intends to award this contract to the organization that it decides will provide the best overall program services. The City reserves the right to accept a proposal based on published criteria other than the budgeted offer, and to reject any proposals that are not responsive to this request.

## **V. EVALUATION AND SELECTION CRITERIA**

### **A. Minimum Qualifications**

Proposer must be a nonprofit corporation that serves the Public Interest, duly organized and validly existing and in good standing under the laws of the State of California. Proposer established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code

### **B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise in lending tools or other materials to the public, contract agreements, and public service principles. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to three of the non-profit agencies with the highest scoring proposals will be interviewed by the committee to make the final selection.

- 1. Project Approach (40 points)**
  - a. Understanding of the project mission and the tasks to be performed
  - b. Extent to which the plan of activities is well structured and realistic
  - c. Reasonableness of work schedule and budget proposal.
- 2. Assigned Project Staff (15 points)**
  - a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
  - b. Professional qualifications, education or training; and
  - c. Workload, staff availability and accessibility; and
  - d. Reasonableness of project staffing plan.
- 3. Experience of Organization ( 25 points)**
  - a. Expertise of organization in the fields necessary to complete the tasks; and
  - b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
  - c. Experience with similar community projects and public service values; and
  - d. Results of reference checks.

**4. Oral Interview (20 points)**

Following the evaluation of the written proposals, the 3 proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the 3 proposers, and specific questions regarding each individual proposal. The written proposals may then be re-scored based on information presented at the interview.

- a. Ability of proposers to articulate project plans
- b. Ability of proposers to demonstrate overall communication skills
- c. Ability of proposers to respond substantively to questions regarding the plans
- d. Ability of proposers to demonstrate understanding of collaborative approach
- e. Ability of proposers to work cooperatively with Library staff on project
- f. Ability of proposers to work cooperatively with other service providers to promote the project

## VI. SCHEDULE

### A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on June 27, 2000 at 10:00 a.m. to be held in the 3<sup>rd</sup> floor Conference Room, adjacent to the 3<sup>rd</sup> floor paging desk at the San Francisco Main Library, 100 Larkin Street, Civic Center, San Francisco. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact Donna Corbeil, Chief of Branches, at (415) 557-4355

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the San Francisco Public Library. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after 12:00 Noon, June 30, 2000.

### B. Schedule

The anticipated schedule for selecting a grant recipient to operate the Tool Lending Center is shown below:

<u>Proposal Phase</u>	<u>Date</u>
RFP is advertised and issued by the City	<u>June 12, 2000</u>
Pre-proposal conference (optional)	<u>June 27, 2000</u>
Deadline for submission of written questions or requests for clarification	<u>June 30, 2000</u>
Proposals due by 5:00 P.M. PST	<u>July 19, 2000</u>
Oral interview with organizations selected for further consideration	<u>August 1 or 2, 2000</u>



### **C. Grant Award**

The San Francisco Public Library will select a proposer with whom Library staff shall commence negotiations on a grant agreement. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory grant agreement cannot be negotiated in a reasonable time the Library in its sole discretion, may terminate negotiations with the highest ranked proposer and begin negotiations with the next highest ranked proposer.

## **VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP other than inquiries at the pre-proposal conference, and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Donna Corbeil, Chief of Branches  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102  
(415) 557-4355

### **C. Addenda to RFP**

The Department may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each organization listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer call the Department before submitting its proposal to determine if the proposer has received all addenda.

### **D. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **E. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

### **F. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any grant awarded pursuant to the RFP.

### **G. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by an organization in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.



## **H. Proposer's Obligations Under the Campaign Reform Ordinance**

Proposers must comply with Section 16.510-2 of the S.F. Administrative Code, which states:

No person who contracts with the City and County of San Francisco, for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for such contract.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Persons who knowingly or willfully violate section 16.510-2 are subject to a fine of up to \$500 and a jail term of six months, or both. (S.F. Administrative Code Section 16.515(a)). Persons who negligently violate section 16.510-2 are subject to a civil penalty of up to \$500. (S.F. Administrative Code Section 16.515(b)).

For further information, proposers should contact the San Francisco Ethics Commission at (415) 554-9510.

## **I. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFP's and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## **J. Public Access to Meetings and Records**

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with the reporting requirements of that Chapter. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

## **K. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**L. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

**VIII. ADMINISTRATIVE CODE REQUIREMENTS**

- A. Incorporation of Administrative Code Provisions by Reference.** The applicable provisions of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein.
- B. Year 2000 Readiness Status.** In the event that it is necessary for the proposer to supply and install equipment that is in any way computerized, prior to installing the equipment the Grantee must submit a narrative statement ensuring that any equipment provided by the Grantee is Year 2000 compliant
- C. Tropical Hardwoods/Virgin Redwood Ban.** Any proposal submitted in response to this Request for Proposals which calls for the use of any tropical hardwood or tropical hardwood product, virgin redwood or virgin redwood product, as defined in San Francisco Administrative Code Chapter 12I, shall be deemed non-responsive.
- D. Standard Grant Award Provisions**

The successful Proposer will be required to enter into a Grant Agreement substantially in the form of the Grant Agreement attached hereto as Appendix E. Failure to timely execute the Grant Agreement, or to furnish any and all certificates, bonds or other materials required in the Agreement, shall be deemed an abandonment of a grant award offer. The City, in its sole discretion, may then select another firm for receipt of the grant award.

In addition, the successful Proposer will be required to execute the following forms:

- 1. San Francisco Business Tax Requirements.** The successful Proposer must have a San Francisco Businesses Tax Certificate. Businesses not already having this certificate must apply for a certificate and pay the appropriate registration fee in order to be awarded this grant (see Appendix D).
- 2. IRS Form W9 Request for Taxpayer Identification Number and Certification.** If you have not previously informed the City of your Federal Employer Identification Number you must submit this form with your proposal (see Appendix C).



**Appendix A**

**PROGRAM BUDGET DETAIL AND DEFINITIONS**

<b>BUDGET ITEM</b>	<b>PROGRAM BUDGET</b>
1. Salaries & Fringe Benefits	Salaries and wages refer to payments to employees. Include projected payments for taxes, insurance, retirement and other fringe benefits. Itemize this line in your proposed budget.
2. Contractual Services	This item refers to payments to outside consultants/3 <sup>rd</sup> party contractors, for example: bookkeeping and computer maintenance contractors. Itemize this line in your proposed budget.
3. Repairs & Maintenance (non-capital)	This item refers to day-to-day expenses. Include operating expenses such as janitorial, security services and equipment repairs.
4. Equipment (staff)	This item includes both rental and purchase of equipment. Itemize costs for such things as : furniture, fixtures, copy machine, telephone(s), fax machine, signage, cash register and shelving.
5. Equipment (public)	This includes both rental and purchase of equipment. Itemize such things as: furniture, fixtures, bulletin boards, display racks and shelving, TV/VCR.
6. Computers (staff and public)	1-PC workstation file server. Hardware requirements of Windows NT, minimum of Pentium 166MHz, 96 MB RAM, hard drive 9Gig, CD-ROM drive, TCP/IP. Minimum of 2-PC workstations, one public and one staff – hardware requirements of Windows NT, Pentium 166MHz, 64 MB RAM or better, high monitor resolution, CD-ROM drive, sound card and speakers.
7. Insurance	Enter amount of Comprehensive General Liability, Professional Liability, Property Liability and Blanket Fidelity Insurance. Worker's Compensation and Employee benefits should be entered under Salaries & Fringe Benefits.
8. Space Rental	This item refers to mortgage or lease of office and program space. Include remodeling costs. Itemize.
9. Supplies	Enter the amount of your estimated supply costs. This item should include office supplies and stationary costs. Supplies do not need to be itemized.
10. Telecommunications	Enter amount of your estimated costs including phone, fax, and internet access. These costs do not need to be itemized.
11. Utilities	Include estimated expenses for electrical, gas and water utilities. These do not need to be itemized.
12. Automated inventory control software system	Set-up cost, site-license, 1 <sup>st</sup> year service, training and updates estimated at \$6,500 per year with ongoing 2 <sup>nd</sup> year and subsequent annual costs of \$800 to \$1,000.
13. Tool Inventory	Tool/equipment start-up collection and ongoing replacement and collection expansion. All tools will meet industry standards for safety, reliability and durability. All electrical equipment will be United Laboratories certified. Minimum inventory list attached. Itemize.
14. Miscellaneous costs	Include any costs not accounted for above. Itemize.

## PROGRAM BUDGET WORKSHEET

BUDGET ITEM	YEAR 1 & ONE-TIME COSTS	YEAR 2 COSTS	YEAR 3 COSTS	TOTAL
Salaries & Fringe Benefits				
Contractual Services				
Repairs & Maintenance (non-capital)				
Equipment (staff)				
Equipment (public)				
Computers (staff and public)				
Insurance				
Space Rental				
Supplies				
0. Telecommunications				
1. Utilities				
2. Automated inventory control software system				
3. Tool Inventory				
4. Miscellaneous costs				
TOTAL				

**15. Attach page with narrative detail for each budget category.**

# TOOL LENDING CENTER

## Recommended Tool Inventory

### Appendix B

Qty.	TOOL NAME	ESTIMATED UNIT COST		Total
3	Allen wrench set	\$	14.00	\$ 42.00
3	Awl	\$	9.00	\$ 27.00
12	Bar clamp	\$	15.00	\$ 180.00
2	Bolt cutter	\$	100.00	\$ 200.00
1	Brace	\$	2.00	\$ 2.00
1	Brace bit	\$	2.00	\$ 2.00
4	Brick jointing tools - various sizes	\$	20.00	\$ 80.00
2	Bull float handle	\$	25.00	\$ 50.00
2	Bull float handle adapter	\$	15.00	\$ 30.00
2	Bull float, magnesium	\$	93.00	\$ 186.00
2	Bull float, wood	\$	17.00	\$ 34.00
6	Butt hinge marker	\$	7.00	\$ 42.00
1	Bx cable cutter	\$	25.00	\$ 25.00
4	Caulking gun	\$	12.00	\$ 48.00
20	C-Clamp, various	\$	25.00	\$ 500.00
6	Cement finish tools-large: darby, bullfloat, walking trowel	\$	50.00	\$ 300.00
6	Cement finish Tools-small: trowels, edgers, groovers, floats	\$	50.00	\$ 300.00
1	Cement mixer, electric	\$	1,000.00	\$ 1,000.00
1	Cement mixing box	\$	100.00	\$ 100.00
6	Chalk line	\$	7.00	\$ 42.00
20	Chisel. Wood	\$	12.00	\$ 240.00
2	Chisel, brick cutting	\$	45.00	\$ 90.00
1	Chisel, bull point	\$	75.00	\$ 75.00
10	Chisel, cold - - various sizes	\$	25.00	\$ 250.00
2	Circuit tester	\$	40.00	\$ 80.00
4	Circular saw	\$	200.00	\$ 800.00
3	Closet auger	\$	40.00	\$ 120.00
1	Concrete tamper-jitterbug	\$	40.00	\$ 40.00
6	Conduit bender	\$	50.00	\$ 300.00
2	Coping saw	\$	8.00	\$ 16.00
6	Cordless drills	\$	250.00	\$ 1,500.00
1	Demolition hammer, 30lb, electric	\$	1,000.00	\$ 1,000.00
2	Digging bar	\$	40.00	\$ 80.00
3	Dollies	\$	300.00	\$ 900.00
2	Dovetail saw	\$	30.00	\$ 60.00
1	Drain flusher	\$	300.00	\$ 300.00
2	Drain snake, hand 50' cable	\$	50.00	\$ 100.00
2	Drain snake, hand, 25' cable	\$	30.00	\$ 60.00
1	Drain snake, powered	\$	900.00	\$ 900.00
2	Drill bit, bell hanger	\$	25.00	\$ 50.00
6	Drill bit, extension - various sizes	\$	10.00	\$ 60.00
20	Drill bit, HSS twist to 1/2" - various sizes	\$	10.00	\$ 200.00
20	Drill bit, HSS twist, over 1/2" - various sizes	\$	15.00	\$ 300.00



# TOOL LENDING CENTER

## Recommended Tool Inventory

### Appendix B

Qty	TOOL NAME	ESTIMATED UNIT COST	Total
12	Drill bit, rotary hammer - various sizes	\$ 20.00	\$ 240.00
30	Drill bits, ship auger & self-feed	\$ 15.00	\$ 450.00
6	Drill motor, single speed 1/2"	\$ 150.00	\$ 900.00
12	Drill motor, VSR 3/8" or 1/2"	\$ 200.00	\$ 2,400.00
3	Drill, right angle	\$ 400.00	\$ 1,200.00
30	Drills bits, various	\$ 20.00	\$ 600.00
12	Drywall broadknife - various sizes	\$ 12.00	\$ 144.00
3	Drywall corner knife	\$ 25.00	\$ 75.00
3	Drywall hand sander	\$ 20.00	\$ 60.00
9	Drywall mud pan - various sizes	\$ 5.00	\$ 45.00
3	Drywall pole sander	\$ 25.00	\$ 75.00
2	Drywall screwgun	\$ 150.00	\$ 300.00
8	Drywall taping knife - various sizes	\$ 15.00	\$ 120.00
2	Drywall T-square	\$ 40.00	\$ 80.00
4	Extension cord, 100'	\$ 40.00	\$ 160.00
8	Extension cord, 20'-50'	\$ 25.00	\$ 200.00
2	Faucet handle puller	\$ 25.00	\$ 50.00
2	Faucet seat wrench	\$ 10.00	\$ 20.00
30	File - various sizes	\$ 8.00	\$ 240.00
3	Fish tape	\$ 50.00	\$ 150.00
2	Float, magnesium or wood	\$ 30.00	\$ 60.00
2	Float, rubber	\$ 30.00	\$ 60.00
2	Floor / roof scraper	\$ 25.00	\$ 50.00
1	Garbage disposer wrench	\$ 20.00	\$ 20.00
3	Garden trowel	\$ 12.00	\$ 36.00
3	Grass hook (sickle)	\$ 20.00	\$ 60.00
2	Grinder, 4 1/2" or 7" angle	\$ 150.00	\$ 300.00
2	Grout float	\$ 25.00	\$ 50.00
3	Hacksaw	\$ 30.00	\$ 90.00
10	Hammer - various	\$ 20.00	\$ 200.00
3	Hammer, 8, 10 & 12 lbs. Sledge	\$ 30.00	\$ 90.00
2	Hand drill	\$ 30.00	\$ 60.00
3	Hand truck, appliance & delivery- various sizes	\$ 100.00	\$ 300.00
6	Handsaw - various sizes	\$ 30.00	\$ 180.00
2	Heat gun	\$ 110.00	\$ 220.00
2	Hedge shear, manual	\$ 40.00	\$ 80.00
2	Hedge trimmer, electric	\$ 80.00	\$ 160.00
6	Hex key set	\$ 10.00	\$ 60.00
1	Hoe, mortar mixing	\$ 50.00	\$ 50.00
3	Hoe, planter's	\$ 36.00	\$ 108.00
10	Hole saw - various	\$ 15.00	\$ 150.00
2	Hole saw mandrel	\$ 20.00	\$ 40.00
1	House jack	\$ 300.00	\$ 300.00
1	Impact screwdriver	\$ 50.00	\$ 50.00

# TOOL LENDING CENTER

## Recommended Tool Inventory

### Appendix B

Qty.	TOOL NAME	ESTIMATED UNIT COST	Total
6	Jigsaw	\$ 200.00	\$ 1,200.00
15	Knock out punch - various sizes	\$ 35.00	\$ 525.00
1	Knock out punch set	\$ 600.00	\$ 600.00
2	Ladder jacks	\$ 100.00	\$ 200.00
6	Ladder steps 6'-8'	\$ 170.00	\$ 1,020.00
6	Ladder, ext. 16', 24', 28', 36'	\$ 300.00	\$ 1,800.00
6	Level, various	\$ 30.00	\$ 180.00
1	Linoleum / vinyl roller	\$ 125.00	\$ 125.00
1	Mattock	\$ 50.00	\$ 50.00
1	Miter box	\$ 25.00	\$ 25.00
1	Miter saw	\$ 500.00	\$ 500.00
1	Mortar mixing box	\$ 170.00	\$ 170.00
2	Nail puller	\$ 15.00	\$ 30.00
12	Nail set - various sizes	\$ 4.00	\$ 48.00
20	Nut driver - various sizes	\$ 5.00	\$ 100.00
2	Paint scraper	\$ 15.00	\$ 30.00
1	Pick, hand	\$ 30.00	\$ 30.00
8	Pipe wrench, 12"-36" - various sizes	\$ 40.00	\$ 320.00
2	Pitchfork	\$ 35.00	\$ 70.00
3	Plane: (Block, smooth, jack) - various sizes	\$ 35.00	\$ 105.00
1	Plank painters	\$ 210.00	\$ 210.00
50	Pliers, various	\$ 10.00	\$ 500.00
2	Plumb Bob	\$ 15.00	\$ 30.00
2	Pole pruner	\$ 35.00	\$ 70.00
2	Pole pruner ext. handle	\$ 20.00	\$ 40.00
2	Pole sander	\$ 40.00	\$ 80.00
2	Pole saw	\$ 40.00	\$ 80.00
10	Pony clamp 4', 6', 8' - various sizes	\$ 20.00	\$ 200.00
1	Pop riveter	\$ 40.00	\$ 40.00
2	Post hole digger	\$ 50.00	\$ 100.00
3	Pruning saw	\$ 35.00	\$ 105.00
3	Pruning shear	\$ 25.00	\$ 75.00
3	Prybar triple-claw or 30"	\$ 40.00	\$ 120.00
6	Prybar, various	\$ 20.00	\$ 120.00
2	Pump, submersible	\$ 400.00	\$ 800.00
3	Push drill	\$ 30.00	\$ 90.00
20	Putty knife - - various sizes	\$ 6.00	\$ 120.00
6	Rake: (leaf, bow, grading)	\$ 30.00	\$ 180.00
3	Rasp, wood	\$ 15.00	\$ 45.00
2	Rotary hammer	\$ 150.00	\$ 300.00
12	Rotary hammer bit - various sizes	\$ 20.00	\$ 240.00
2	Router (no bits)	\$ 100.00	\$ 200.00

# TOOL LENDING CENTER

## Recommended Tool Inventory

### Appendix B

Qty	TOOL NAME	ESTIMATED UNIT COST		Total
2	Rubber mallet	\$	15.00	\$ 30.00
30	Safety goggles	\$	5.00	\$ 150.00
12	Sander, electric - various	\$	60.00	\$ 720.00
1	Saw, abrasive cut-off	\$	200.00	\$ 200.00
6	Saw, circular	\$	200.00	\$ 1,200.00
2	Saw, horses (set of 2)	\$	45.00	\$ 90.00
2	Saw, keyhole	\$	8.00	\$ 16.00
2	Saw, protractor	\$	15.00	\$ 30.00
3	Saw, reciprocating (sawzall)	\$	350.00	\$ 1,050.00
6	Saw, sabre (jigsaw)	\$	150.00	\$ 900.00
2	Scoring knife	\$	5.00	\$ 10.00
100	Screwdriver bit - various sizes	\$	2.00	\$ 200.00
50	Screwdriver, various	\$	5.00	\$ 250.00
6	Shears, hedge or lopping	\$	35.00	\$ 210.00
6	Shovel, round or square pt.	\$	25.00	\$ 150.00
1	Shower valve socket wrench	\$	40.00	\$ 40.00
4	Sickle	\$	30.00	\$ 120.00
6	Skilsaw	\$	150.00	\$ 900.00
20	Snips, various	\$	25.00	\$ 500.00
3	Socket sets	\$	500.00	\$ 1,500.00
6	Soldering gun or iron	\$	40.00	\$ 240.00
6	Spade, garden	\$	35.00	\$ 210.00
3	Spading fork	\$	40.00	\$ 120.00
6	Spring clamp	\$	15.00	\$ 90.00
4	Squares, various	\$	23.00	\$ 92.00
4	Staple gun	\$	40.00	\$ 160.00
2	Staple gun, electric	\$	85.00	\$ 170.00
1	Staple tacker	\$	80.00	\$ 80.00
30	Star drill - various sizes	\$	10.00	\$ 300.00
6	String trimmer (weed eater)	\$	50.00	\$ 300.00
2	Stud sensor	\$	35.00	\$ 70.00
1	Surform plane	\$	30.00	\$ 30.00
4	Swing sickle	\$	28.00	\$ 112.00
2	Table saw	\$	500.00	\$ 1,000.00
2	Tack hammer	\$	35.00	\$ 70.00
2	Tack saw	\$	25.00	\$ 50.00
2	Tap wrench	\$	15.00	\$ 30.00
40	Tape measure, various	\$	15.00	\$ 600.00
1	T-bevel, sliding	\$	30.00	\$ 30.00
2	Tile cutter, ceramic or vinyl	\$	70.00	\$ 140.00
2	Tile nipper	\$	25.00	\$ 50.00
12	Tin snips, various	\$	25.00	\$ 300.00
3	Toilet plunger	\$	15.00	\$ 45.00
2	Trouble light	\$	20.00	\$ 40.00
2	Trowel, cement walking	\$	50.00	\$ 100.00
10	Trowel, various	\$	15.00	\$ 150.00
2	Try square	\$	25.00	\$ 50.00

# TOOL LENDING CENTER

## Recommended Tool Inventory

### Appendix B

		ESTIMATED		
Qty.	TOOL NAME	UNIT COST		Total
2	Tube bending spring - various sizes	\$ 40.00	\$	80.00
2	Tubing bender, lever type	\$ 40.00	\$	80.00
6	Tubing cutter	\$ 35.00	\$	210.00
2	Tubing flaring kit	\$ 25.00	\$	50.00
12	Utility knife	\$ 6.00	\$	72.00
2	Wall stripper	\$ 100.00	\$	200.00
2	Water meter key	\$ 2.00	\$	4.00
2	Wheel barrow, contractor's	\$ 125.00	\$	250.00
2	Wire stripper	\$ 20.00	\$	40.00
2	Workbench, folding	\$ 60.00	\$	120.00
2	Wrecking bar	\$ 35.00	\$	70.00
2	Wrench , basin	\$ 40.00	\$	80.00
20	Wrench, crescent - various sizes	\$ 15.00	\$	300.00
20	Wrench, pipe - various sizes	\$ 20.00	\$	400.00
2	Yankee screwdriver	\$ 45.00	\$	90.00
ESTIMATED TOTAL COST = \$ 46,808.00			\$	46,808.00



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

List account number(s) here (optional)

### Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

### Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here

Signature ▶

Date ▶

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

### Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole Proprietor.**—You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

**Other Entities.**—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5 from your local Social Security Administration office. Get Form W-7 to apply for an ITIN or Form SS-4 to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real Estate Transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other Payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





# Business Tax Registration Certificate Requirement

Unless you have previously submitted this form, failure to complete the Declaration on the reverse and return this form to Purchasing with your bid will be a basis for rejection of the bid, and Purchasing will assume that your company does not intend to apply for a Business Tax Certificate.

## General

To receive an award, a vendor must have a current Business Tax Certificate or else not be required to register. The registration fee is \$25, \$150, \$250 or \$500, depending on the type and size of your business. The fee (except the \$25 fee) is pro-rated, depending on when during the year you started your business in San Francisco, and is based on estimated Gross Receipts or Payroll Expense tax liability.

### Who must obtain a registration certificate?

Any business located, or doing business, in San Francisco.

### What is "doing business in San Francisco"?

Briefly, it means having employees or a place of business in San Francisco, or having employees visit San Francisco regularly. Questions 1-4 on the reverse specifically relate to "doing business."

### Are there exceptions?

Yes. A non-profit, tax-exempt business need not register or pay the registration fee. See Question 5 on reverse. Government agencies, banks and insurance companies are exempt. See Question 6.

### My business is not located in San Francisco. Is a registration certificate still required?

Yes, if the business "does business in San Francisco," unless it is non-profit and tax-exempt, or a bank, or an insurance company. Businesses with annual gross receipts below \$15,000 must have a certificate and pay a fee of \$25.

All businesses, including those which do not "do business in San Francisco" but excluding government agencies, must sign and return the Declaration.

Businesses whose computed tax (the higher of the Payroll Expense Tax or Business Tax) is \$2,500 or less do not have to pay the tax, but are required to file an annual statement with the Tax Collector to qualify for this Small Business Exemption. However, all businesses are subject to the Business Tax Registration fee, which varies depending on the type and size of business.

### What's involved in obtaining a registration certificate?

Obtaining a certificate is easy, but not automatic. Once the Tax Collector receives an application, the office must check the payment status of other taxes (Unsecured Personal Property Tax, Payroll/Business Tax) and licenses or permits. If any tax or license/permit fee is delinquent, the certificate cannot be issued. Only when all taxes and fees are paid in full will the certificate be issued.

### Where do I obtain the certificate?

At the Tax Collector's Office. You would obtain an application form from, and submit it and the registration fee to:

Tax Collector's Office  
Business Tax Division--TPA  
City Hall, Room 140  
San Francisco, CA 94102-4696  
(415) 554-6718 or (415) 554-4400

### Do Company Divisions, Parents and Subsidiaries have to register separately?

That depends on a company's individual situation. Contact the Tax Collector at (415) 554-6718 or 554-4400 for more information.

### Can I do business with the City without a certificate?

Not if you "do business in San Francisco." The City can make purchases from businesses only in the following situations:

- The business does business in San Francisco and has registered.
- The business does not do business in San Francisco and has signed the Declaration.
- The business is non-profit and tax-exempt, has signed the Declaration and has submitted an IRS exemption letter.
- The business is a government agency, bank, or insurance company.
- There is an emergency. Although Purchasing can award the contract, the vendor may be subject to business taxes and required to possess a certificate.

These requirements cover service contracts, construction contracts and commodity purchases.

### What if my application is pending during a bid evaluation?

If you are the low bidder on a City contract, and have applied for the certificate but your application has not yet been approved, the City may make the award to you if you sign the Declaration. If you have a receipt from the Tax Collector for the registration fee, submit a copy of the receipt with this form.

### What if I currently "do not do business in San Francisco," but if I win this bid, I will?

You may answer the questions based on your current status, and you should not register at this time. If you win the bid, you should register with the Tax Collector.

### For more information

For information on how to apply for the certificate, call the Tax Collector's Office. For information on your eligibility to receive a particular award, call Purchasing. See the bottom of the reverse of this form.

### Completing the Declaration; Failure to do so

Unless you previously submitted this form, complete the Declaration and, if possible, return it with your bid or quotation in the envelope provided. If you submit this form separately, see the mailing address under "Routing" near the bottom of the reverse of this form.

If you do not complete and return this form, that will be a basis for Purchasing's rejecting the bid, and for assuming that your company should register but will not and therefore that the City cannot do business with you.

### If you submitted this form previously

If you submitted this form for an earlier transaction, and if your business tax status has not changed, please discard this form.



# Business Tax Declaration

Answer Yes or No to Questions 1-6, based on your company's situation as of now. If any answers would change if your company won a bid which is pending, you may submit a new form later.

## Doing Business in San Francisco

Yes No

This person, business, or person's or business's employee:

1. maintains, owns or leases a fixed place of business within San Francisco.
2. regularly maintains a stock of tangible personal property in San Francisco for sale in the ordinary course of business.
3. in the ordinary course of business, loans capital on property within San Francisco.
4. is physically present within San Francisco through property (e.g., trucks or inventory) or employees (e.g., sales representatives) during 7 or more separate days per year (e.g., 4 employees in San Francisco for 2 days each constitute 8 separate days, and require a "yes" answer to this question). If a manufacturer does not do business in San Francisco but the manufacturer's representative does, only the representative must register.

If you answered "no" to Questions 1-4, ordinarily you are not doing business in San Francisco, need not register with the Tax Collector and omit items 5-10 below, but you must sign and return this Declaration. However, this is subject to review by the Tax Collector. If you answered "yes" to any of the questions, you must answer the remaining questions in this Declaration and, unless an exemption applies, must register.

I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am doing business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

Name of Company (please print)

Signature

Name of Signatory (please print)

Phone Number

Rating

If you are registering, send the application to the Tax Collector (address on obverse). Do not send this form to the Tax Collector.

We encourage you to send this form with your bid or quotation in the envelope provided. If you submit this form separately, send it to: Purchasing Department, Business Tax Compliance, City Hall, Room 430, San Francisco, CA 94102-4685. If you submitted this form previously and if your business tax status has not changed, discard this form.

For more information

For more information on how to apply, call the Tax Collector at (415) 554-6718 or 554-4400. For more information regarding a bid, call Purchasing. See the last line or page on the bid for the buyer's number.

## Tax-Exempt Businesses, Banks, Insurance Companies

Yes No

5. This business is non-profit, tax-exempt.

If "yes," you need not register and may omit items 6-10, but you must sign the declaration and submit proof of tax-exempt status to Purchasing. Proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code.

6. This business is a bank or an insurance company. (Please indicate on this form your type of business.)

## Applying for a Business Tax Certificate

If you answered "yes" to any of Questions 1-4, and "no" to Questions 5 and 6, check item 7, 8, or 9 and complete any applicable blanks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for Purchasing to reject the bid.

7. This company has registered with the Tax Collector. Certificate # \_\_\_\_\_ (6 digits, e.g., "123456").
8. This company applied for a Certificate by mailing the application and fee to the Tax Collector, or by submitting the application in person, on \_\_\_\_\_, 20\_\_\_\_. The application is pending. (NOTE: Completing this Declaration is not the same as applying for a Certificate.) If you submitted the application in person, please submit with this Declaration a copy of the fee receipt you received from the Tax Collector.
9. This company does not intend to apply for a certificate.
10. If, as a result of winning this bid, this company is required to register, we will do so.

General Address

Mailing Address for General Correspondence, Purchase Orders, etc.

City, State, ZIP

Remit Address

Remittance Address, if different

City, State, ZIP

Federal ID or Social Security Number

San Francisco Tool Lending Center

Appendix D

P-25 (1-00)





**CITY AND COUNTY OF SAN FRANCISCO**  
**San Francisco Public Library**

**GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**GRANTEE**

---

**THIS GRANT AGREEMENT** (this "Agreement") is made this <<INSERT DATE>>, in the City and County of San Francisco, State of California, by and between **GRANTEE** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

***WITNESSETH:***

**WHEREAS**, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and

**WHEREAS**, City desires to provide such a grant on the terms and conditions set forth herein:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 **Specific Terms.** Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Agency**" shall mean SAN FRANCISCO PUBLIC LIBRARY.

(c) "**Application Documents**" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) "**Budget**" shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) "**Charter**" shall mean the Charter of City.

(f) "**Controller**" shall mean the Controller of City.

(g) "**Eligible Expenses**" shall have the meaning set forth in Appendix A.

(h) "**Event of Default**" shall have the meaning set forth in Section 11.1.

(i) "**Fiscal Quarter**" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) "**Fiscal Year**" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) "**Funding Request**" shall have the meaning set forth in Section 5.3(a).

(l) "**Grant Funds**" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) "**Grant Plan**" shall have the meaning set forth in Appendix B

or

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) "**HRC**" shall mean the Human Rights Commission of City.

(o) "**Indemnified Parties**" shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) "**Publication**" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 **Additional Terms.** The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor, successor or assign expressly permitted under Article 13.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.



## ARTICLE 2

### APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 **Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

(a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City.

(c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.



(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **Automatic Termination for Nonappropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

### **ARTICLE 3**

#### **TERM**

3.1 **Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 **Duration of Term.** The term of this Agreement shall commence on the later of (a) <<INSERT DATE>> and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on <<INSERT DATE>>.

## ARTICLE 4

### IMPLEMENTATION OF GRANT PLAN

4.1 **Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 **Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 **Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 **Publications.**

(a) **Right to Pre-Approve; Requirement that Grantee Provide.** If requested by City, Grantee shall submit all Publications to City for prior approval. In addition, if requested by City, Grantee shall promptly provide to City one copy of all Publications within ten (10) days after first publication. Grantee shall promptly provide to City one copy of all published reviews, critiques or commentary regarding all or any portion of the Grant Plan of which Grantee becomes aware.

(b) **Acknowledgment of Funding.** Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

## ARTICLE 5

### USE AND DISBURSEMENT OF GRANT FUNDS

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed XXXXXXXX Dollars (\$#####).

5.2 **Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 **Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each **QUARTER OR YEAR, AS NEGOTIATED WITH GRANTEE.**

5.4 **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.



## ARTICLE 6

### REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 **Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 **Organizational Documents.** If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 **Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 **Financial Statements.** Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 **Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.



6.6 **Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 **Submitting False Claims; Monetary Penalties.** Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 6.57. Under such Section 6.57, any contractor, subcontractor or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

6.8 **Ownership of Results.** Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

6.9 **Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subcontractor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not

works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subcontractors or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

## ARTICLE 7

### TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subcontractors, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subcontractor, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subcontractors, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

## ARTICLE 8

### REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 **Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 **Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 **No Misstatements.** No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 **No Conflict of Interest.**

(a) Grantee is familiar with the provisions of Section 15.103 and Appendix C 8.105 of City's Charter, and Section 87100 *et seq.* of the Government Code of the State of California.

(b) Grantee knows of no facts or circumstances which constitute or in the future will constitute a violation of the provisions referred to in Section 8.4(a).

(c) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).



8.5 **No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof).

8.6 **Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan

8.7 **Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

## **ARTICLE 9**

### **INDEMNIFICATION AND GENERAL LIABILITY**

9.1 **Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subcontractors or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subcontractors or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subcontractors or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party.

9.2 **Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation,



independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 **Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which any Indemnified Party may have under applicable law with respect to such damages.

9.4 **LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 10**

### **INSURANCE**

10.1 **Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(c) Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Business Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 **Additional Requirements for All Policies.** All policies shall provide at least thirty (30) days' advance written notice to City of cancellation or reduction in coverage mailed to City's address for notices pursuant to Article 15.

10.4 **Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or

legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 **Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request.

10.7 **Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

## **ARTICLE 11**

### **EVENTS OF DEFAULT AND REMEDIES**

11.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a



petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 **Remedies Upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in



breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

## ARTICLE 12

### DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 **Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 **Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, contractor's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee which is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 **Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within ## days after the end of [Grantee's fiscal year end] provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

12.4 **Public Access to Meetings and Records.** If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

## **ARTICLE 13**

### **ASSIGNMENTS AND SUBCONTRACTING**

13.1 **No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 **Subcontracting.** If Appendix E lists any permitted subcontractors, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subcontractors, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subcontractors set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subcontractors comply

with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subcontractors to the extent applicable. A default by any subcontractor shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subcontractor. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subcontractor, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 **Grantee Retains Responsibility.** Grantee shall in all events remain liable for the performance by any assignee or subcontractor of all of the covenants terms and conditions contained in this Agreement.

## **ARTICLE 14**

### **INDEPENDENT CONTRACTOR STATUS**

14.1 **Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 **Direction.** Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

#### **14.3 Consequences of Recharacterization.**

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to



both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

## ARTICLE 15

### NOTICES AND OTHER COMMUNICATIONS

15.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City:      SAN FRANCISCO PUBLIC LIBRARY  
   100 LARKIN STREET  
   SAN FRANCISCO, CA 94102  
   ATTN: DONNA CORBEIL, CHIEF OF BRANCHES

If to Grantee:                      <<INSERT NAME OF GRANTEE>>  
   <<INSERT ADDRESS>>  
   San Francisco, CA <<INSERT ZIP CODE>>  
   Attn: <<INSERT CONTACT NAME>>



Facsimile No. <<INSERT FAX NO. IF FAX NOTICES  
DESIRED>>

15.2 **Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 **Change of Address.** From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

## **ARTICLE 16**

### **COMPLIANCE**

#### **16.1 Minority/Women/Local Business Utilization; Liquidated Damages.**

Left blank.

#### **16.2 Nondiscrimination; Penalties.**

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Grantee, in any of Grantee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Grantee.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 **MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12.F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section

16.4 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Administrative Code Section 12I.5(b), City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 **Drug-Free Workplace Policy.** Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 **Resource Conservation; Liquidated Damages.** Chapter 21A of the San Francisco Administrative Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 21A will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 21A, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 **Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8 **Prohibiting City Business with Burma.**

(a) Grantee is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code Section 12J.2(G). Any items supplied to City pursuant to this Agreement are not made in Burma (Myanmar) as defined in Section 12J.4(A) of the San Francisco Administrative Code. City may terminate this Agreement for an Event of Default if Grantee violates the terms of this Section.

(b) Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Grantee to comply with any of its requirements shall be deemed a material breach of contract. In the event that Grantee fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Grantee shall be liable for liquidated damages for each violation in an amount equal to Grantee's net profit under the contract, or ten percent (10%) of the total amount of the contract, or one thousand dollars (\$1,000), whichever is greatest. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be set off against any monies due to the Grantee from any City contract.



16.9 **Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

## **ARTICLE 17**

### **MISCELLANEOUS**

17.1 **No Waiver.** No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 **Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 **Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of



this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A	Definition of Eligible Expenses
Appendix B	Definition of Grant Plan
Appendix C	Form of Funding Request
Appendix D	Interests in Other City Contracts
Appendix E	Permitted Subcontractors

17.7 **Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 **Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 6.4 through 6.8, Articles 7 and 9, Section 10.4, Article 12, Section 13.4, Section 14.3 and this Article 17.

17.11 **Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**CITY**

**GRANTEE:**

SAN FRANCISCO PUBLIC LIBRARY

GRANTEE

By: \_\_\_\_\_

Susan H. Hildreth

Acting City Librarian

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Approved as to Form:**

Title: \_\_\_\_\_

Louise H. Renne

City Attorney

Federal Tax ID #:

\_\_\_\_\_

By: \_\_\_\_\_

Deputy City Attorney

## Appendix A--Definition of Eligible Expenses

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

(a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made); [*or, if advances are permitted:* expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request];

(b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(c) operating (as opposed to capital) expenses;

(d) within the scope of the applicable Budget line item; and

(e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

(1) net salaries and wages

(2) rent or related fees for equipment, performance or meeting halls or studios;

(3) telephone charges, stationery and office supplies; and

(4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

(i) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;

(ii) capital expenses;

(iii) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;

(iv) penalties, late charges or interest on any late payments; or

(v) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.



## **Appendix B--Definition of Grant Plan**

The term "Grant Plan" shall mean

## Appendix C--Form of Funding Request

### FUNDING REQUEST

\_\_\_\_\_, 200\_

CITY LIBRARIAN  
SAN FRANCISCO PUBLIC LIBRARY  
100 LARKIN STREET  
SAN FRANCISCO, CA 94102

Re: Grant No. <<INSERT YOUR REFERENCE NO.>>

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of **DATE**, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested  
in this Request: \$ \_\_\_\_\_

Maximum Amount of  
Grant Funds Specified in  
Section 5.1 of the Grant  
Agreement: \$ \_\_\_\_\_

Total of All Grant Funds  
Disbursed Prior to this  
Request: \$ \_\_\_\_\_

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on

the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(d) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(e) No Event of Default has occurred and is continuing; and

(f) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

<<NAME OF GRANTEE>>

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



## SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Payee	Amount	Description
-------	--------	-------------

The following are attached as part of this Schedule 1:

(i) an invoice for each item of Eligible Expense for which Grant Funds are requested;

(ii) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;

(iii) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

### Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

## **Appendix E--Permitted Subcontractors**



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*REVISED June 13, 2000*

DOCUMENTS DEPT.

**Non-Profits Invited to Apply For Grant  
To Operate Tool Lending Center  
in City of San Francisco**

JUN 13 2000  
SAN FRANCISCO  
PUBLIC LIBRARY

June 12, 2000...San Francisco Public Library has issued a Request for Proposals for a non-profit organization to operate a free Tool Lending Center. The successful proposer will be awarded a grant to set up and operate this new community service.

The Library has been authorized by the Board of Supervisors to create a tool-lending program to serve the residents and property owners of the city. The program will assist individuals, community groups and small businesses in undertaking home repair, community rebuilding and other improvement projects.

The operating principles and structure of the program will be similar to the traditional library concept; a selection of tools can be borrowed for a limited period of time at no charge.

The purpose of the program is to assist in the revitalization of neighborhoods, to support home ownership, encourage beautification of property and build community businesses.

**Pre-proposal Conference (optional):**      **June 27<sup>th</sup>**

**Proposal Submission Deadline:**      **July 19**

To receive a copy of the Request for Proposals contact:

Donna Corbeil, Chief of Branches  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102  
(415) 557-4355





**Non-Profits Invited To Apply For Grant  
To Operate Tool Lending Center  
In City Of San Francisco**

June 12, 2000...San Francisco Public Library has issued a Request for Proposals for a non-profit organization to operate a free Tool Lending Center. The successful proposer will be awarded a grant to set up and operate this new community service.

The Library has been authorized by the Board of Supervisors to create a tool-lending program to serve the residents and property owners of the city. The program will assist individuals, community groups and small businesses in undertaking home repair, community rebuilding and other improvement projects.

The operating principles and structure of the program will be similar to the traditional library concept; a selection of tools can be borrowed for a limited period of time at no charge.

The purpose of the program is to assist in the revitalization of neighborhoods, to support home ownership, encourage beautification of property and build community businesses.

The Library has determined that the most efficient method for accomplishing this program is to develop a partnership with a non-profit organization that can provide the services not normally within the scope of a public library. The Library will provide general guidance and specific services such as: selection and acquisition of books and manuals for a reference library, Internet and website support, an online tool inventory system, marketing and outreach support, and other services to be determined.

The successful proposer will be responsible for program planning, start-up and day-to-day operations of the program and facility. The duration of the initial grant agreement will be for up to three years. The intention of the Library is to develop continuing funding in order to establish the program as a permanent service.

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The anticipated schedule for selecting a grant recipient to operate the Tool Lending Center is shown below:

<u>Proposal Phase</u>	<u>Date</u>
• RFP is issued by the City	<u>June 12, 2000</u>
• Pre-proposal conference (optional)	<u>June 27, 2000</u>
• Deadline for submission of any written questions or requests for clarification	<u>June 30, 2000</u>
• Proposals due by 5:00 P.M. PST	<u>July 19, 2000</u>
• Oral interview with organizations selected for further consideration	<u>August 1 or 2, 2000</u>

To receive a copy of the Request for Proposals contact:

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